

**MEMORANDUM OF UNDERSTANDING FOR COOPERATION IN THE  
ESTABLISHMENT OF THE METRO SAFETY COMMISSION**

This MEMORANDUM OF UNDERSTANDING for Cooperation in the Establishment of the Metro Safety Commission (“Memorandum”) is entered into this 25th day of February 2016, by and among the DISTRICT OF COLUMBIA, the STATE OF MARYLAND, and the COMMONWEALTH OF VIRGINIA, collectively the “Parties” or individually as “Party”.

WHEREAS, the Parties have historically worked together to oversee the safety and security of mass transit systems in the Washington Metropolitan Area; including the Washington Metropolitan Area Transit Authority (“WMATA”), commonly referred to as “Metro”; and

WHEREAS the Tri-State Oversight Committee, created by a prior memorandum of understanding entered into by the Parties in 1997, serves as the designated State Safety Oversight Agency (“Oversight Agency”) for Metro, and continues to work with the Federal Transit Administration (“FTA”) on safety and oversight activities; and

WHEREAS, the Moving Ahead for Progress in the 21st Century Act (“MAP-21”), a funding and authorization bill, was passed by the United States Congress on June 29, 2012, mandates an enhanced State Safety Oversight program (“Oversight Program”); and

WHEREAS, the Fixing America’s Surface Transportation Act (“FAST Act”), a funding and authorization bill, was passed by the United States Congress on December 3, 2015, provides the FTA additional powers to mandate MAP-21; and

WHEREAS, MAP-21 and the FAST Act, require eligible states to have in effect an Oversight Program approved by the United States Secretary of Transportation no later than three years after publication of the final FTA rule, which publication has not yet occurred; and

WHEREAS, the Parties must timely create a new Oversight Agency to be in compliance with MAP-21; and

WHEREAS, in the interest of public safety and security, the Parties have agreed to cooperate in establishing a new, independent Oversight Agency that is able to effectively carry out its federally-mandated oversight duties, in an open and transparent manner, supported by substantial enforcement authority; and

WHEREAS, the Parties have been working diligently to establish the Metro Safety Commission – a fully FTA compliant Oversight Agency that would replace the Tri-State Oversight Committee; and

WHEREAS, the Parties recognize the unique challenges presented by the fact that WMATA is an entity created by interstate compact and is the only public transit agency in the nation that is comprised of three separate, co-equal jurisdictions; and

WHEREAS, the Parties have developed a draft interstate compact that defines the powers, governance, financing, and jurisdiction of the Metro Safety Commission; and

WHEREAS, the Parties recognize the importance of establishing the Metro Safety Commission in a timely manner and enter into this Memorandum to promote mutually-beneficial cooperation; and

NOW THEREFORE, the Parties agree as follows:

**The Parties; Activities.**

- 1.1. The Parties will cooperate to establish the MSC by committing staff, sharing information, procuring professional services, and developing strategies.
- 1.2. While executives in the three jurisdictions cannot control the legislative process, the ultimate goal of the cooperative effort among the Parties is to introduce Metro Safety Commission Compact language for consideration:
  - 1.2.1. in calendar year 2016, to the Council of the District of Columbia;
  - 1.2.2. in calendar year 2017, to the Virginia General Assembly; and
  - 1.2.3. in calendar year 2017, to the Maryland General Assembly.
- 1.3. Cooperative activities may include, but are not limited to: (1) governmental collaboration; (2) establishment of administrative procedures and an organizational structure for the Metro Safety Commission; (3) submission for certification of the Metro Safety Commission by the FTA; and (4) pursuit of Congressional ratification of the compact establishing the Metro Safety Commission.
- 1.4. The Parties will provide equal portions of the match for FTA Oversight Agency grant funding authorized by MAP-21 to carry out the activities listed above.

**2. Costs.**

- 2.1. Each Party shall individually bear its own costs, expenses, risks and liabilities incurred under this Memorandum. No Party shall have any right to reimbursement, payment or compensation of any kind from the other in connection with this Memorandum.
- 2.2. Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341 (a)(1), nothing contained in this Agreement shall be construed as binding the District of Columbia to expend in any one fiscal year any sum in excess of the appropriations made by Congress for the purposes of this Memorandum for that fiscal year, or as involving the District of Columbia in any contract or other obligation for the further expenditure of money in excess of any such appropriations. Further, nothing in this Agreement shall be construed as binding on the Commonwealth of Virginia to expend any sum in excess of the appropriations of the General Assembly of Virginia and allocations by the Commonwealth Transportation Board, or the State of Maryland to expend any sum in excess of appropriations enacted by the General Assembly of Maryland including those appropriations for the Maryland Department of Transportation.

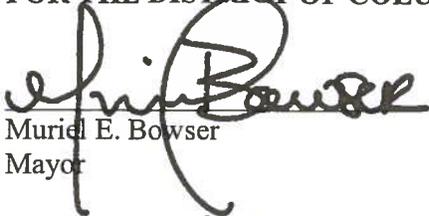
**3. Duration, Modification, and Termination.**

- 3.1. This Memorandum will take effect on the date last executed, and, unless otherwise terminated, it will remain in effect for a period of eighteen months thereafter, subject to extension or modification by the Parties on mutual written agreement.

3.2. This Memorandum may be terminated by any Party upon 60 days written notice to all other Parties.

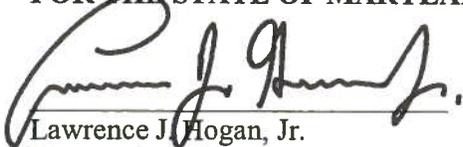
IN WITNESS WHEREOF, the Parties have caused their duly authorized officials to execute this Memorandum of Understanding.

**FOR THE DISTRICT OF COLUMBIA**

  
Muriel E. Bowser  
Mayor

Date: 3/1/2010

**FOR THE STATE OF MARYLAND**

  
Lawrence J. Hogan, Jr.  
Governor

Date: 3/1/16

**FOR THE COMMONWEALTH OF VIRGINIA**

  
Terence R. McAuliffe  
Governor

Date: 3/1/16